UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/681,410	03/30/2001	Robert A. Reader	85ER-00113	3202

7590	08/02/2005

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EXAMINER
FRENEL, VANEL

ART UNIT	PAPER NUMBER
3626	

DATE MAILED: 08/02/2005

Please find below and/or attached an Office communication concerning this application or proceeding.

<table>
<tr><td rowspan="2">Office Action Summary</td><td>Application No.
09/681,410</td><td>Applicant(s)
READER ET AL.</td></tr>
<tr><td>Examiner
Vanel Frenel</td><td>Art Unit
3626</td></tr>
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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE _3_ MONTH(S) FROM
THE MAILING DATE OF THIS COMMUNICATION.
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed
  after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
  Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any
  earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on _30 March 2001_.

2a)☐ This action is **FINAL**.   2b)☒ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is
closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) _1-15_ is/are pending in the application.

    4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) _1-15_ is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

    Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

    Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

    a)☐ All   b)☐ Some * c)☐ None of:

      1.☐ Certified copies of the priority documents have been received.

      2.☐ Certified copies of the priority documents have been received in Application No. _____.

      3.☐ Copies of the certified copies of the priority documents have been received in this National Stage
application from the International Bureau (PCT Rule 17.2(a)).

    * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1)☒ Notice of References Cited (PTO-892)

2)☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)

3)☒ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
    Paper No(s)/Mail Date _____.

4)☐ Interview Summary (PTO-413)
    Paper No(s)/Mail Date. _____ .

5)☐ Notice of Informal Patent Application (PTO-152)

6)☐ Other: _____.

DETAILED ACTION

Notice to Applicant

1.   This communication is in response to the Application filed 03/30/01. Claims 1-15

are pending.

Claim Rejections - 35 USC § 103

2.   The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all

obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set
> forth in section 102 of this title, if the differences between the subject matter sought to be patented and
> the prior art are such that the subject matter as a whole would have been obvious at the time the
> invention was made to a person having ordinary skill in the art to which said subject matter pertains.
> Patentability shall not be negatived by the manner in which the invention was made.

3.   Claims 1-15 are rejected under 35 U.S.C. 103(a) as being unpatentable over

Chapman et al (6,526,386) in view of Martin et al (6,862,571).

(A)   As per claim1, Chapman discloses a method for renewing an insurance contract

for an insured risk comprising the steps of: storing data associated with said insurance

contract in a system server by an insurer (See Chapman, Col.1, lines 27-58); providing

electronic access to said system server by way of a website (See Chapman, Col.2, lines

59-65); allowing a representative of a ceding party to said contract to access said

system server to renew said contract (See Chapman, Col.3, lines 1-16); upon said

representative accessing said system server to renew said contract, displaying through

said website at least one question to determine if a change has occurred with respect to

said insured risk which would affect terms of said contract (See Chapman, Col.2, lines

27-48); prompting said representative to answer said at least one question (See Chapman, Col.6, lines 15-30).

Chapman does not explicitly disclose upon said representative answering said question through said website in such a manner as to indicate no substantial change which would affect terms of said contract, generating by said system server, renewal terms for renewal of said contract and displaying said renewal terms on said website; and allowing said representative to electronically accept said renewal terms through said website.

However, these features are known in the art, as evidenced by Martin. In particular, Martin teaches upon said representative answering said question through said website in such a manner as to indicate no substantial change which would affect terms of said contract, generating by said system server, renewal terms for renewal of said contract and displaying said renewal terms on said website; and allowing said representative to electronically accept said renewal terms through said website (See Martin, Col.5, lines 4-44).

It would have been obvious to one of ordinary skill in the art at the time of the invention to have included the features of Martin the system of Chapman with the motivation of providing recredential process, thus eliminating the long term need for physicians to recomplete insurance applications or insurance renewal applications (See Martin, Col.2, lines 60-64).

(B)   As per claim 2, Chapman discloses the method as set forth in claim 1 and

including the step of: upon acceptance of said renewal terms by said representative,

generating by said system server and displaying on said website a confirmation

message regarding renewal of said contract (See Chapman, Col.4, lines 45-67).

(C)   As per claim 3, Chapman discloses the method as set forth in Claim 1 further

including the steps of: upon said representative responding to said question through

said website in such a manner as to indicate a change with respect to said

insured risk which would affect terms of said contract, providing on said website means

to enable entry of explanatory information by said representative regarding said change

(See Chapman, Col.2, lines 27-48); and providing means for said representative to

electronically convey said explanatory information to an underwriter of said insurer

(See Chapman, Col.4, lines 3-13).

(D)   As per claim 4, Chapman discloses the method as set forth in Claim 1 wherein

said step of allowing a representative of a ceding party to said contract to access said

system server to renew said contract includes providing a listing of contracts of said

ceding party including an indication of whether said contract is subject to renewal or

whether said contract has been renewed (See Chapman, Col.3, lines 35-67 to Col.4,

line 19).

(E)   As per claim 5, Chapman discloses a method for renewing an insurance contract

comprising the steps of: storing data associated with said insurance contract in a

system server; providing electronic access to said system server by way of a website

(Col.2, lines 59-65); upon a representative of a ceding party to said contract accessing

said system server to renew said contract, displaying through said website a plurality of

underwriting questions which can be answered yes or no to determine if a change has

occurred with respect to an insured risk which would affect terms of said contract (See

Chapman, Col.3, lines 1-37).

Chapman does not explicitly disclose upon said representative of said ceding

party responding no to each of said underwriting questions through said website

indicating no change has occurred with respect to an insured risk, generating by said

system server renewal terms to enable renewal of said contract and displaying said

renewal terms on said website; and allowing said representative to electronically accept

said renewal terms through said website.

However, these features are known in the art, as evidenced by Martin. In

particular, Martin teaches upon said representative of said ceding party responding no

to each of said underwriting questions through said website indicating no change has

occurred with respect to an insured risk, generating by said system server renewal

terms to enable renewal of said contract and displaying said renewal terms on said

website (See Martin, Col.5, lines 4-41); and allowing said representative to electronically

accept said renewal terms through said website (See Martin, Col.5, lines 4-41).

It would have been obvious to one of ordinary skill in the art at the time of the

invention to have included the features of Martin the system of Chapman with the

motivation of providing recredential process, thus eliminating the long term need for

physicians to recomplete insurance applications or insurance renewal applications (See

Martin, Col.2, lines 60-64).

(F)   As per claim 6, Chapman discloses the method as in claim 5 further including the

step of: upon acceptance of said renewal terms by said representative,

generating by said system server and displaying on said website a

confirmation message regarding renewal of said contract (See Chapman, Col.4, lines

45-67).

(G)   As per claim 7, Chapman discloses the method as in Claim 5 further including

the steps of: upon said representative answering yes to one of said underwriting

questions indicating a change with respect to said insured risk, providing on said

website means to enable entry of explanatory information by said representative

regarding said change (See Chapman, Col.2, lines 27-48); and electronically conveying

a message regarding said contract, said change, and said explanatory information to an

underwriter of said insurer (See Chapman, Col.4, lines 3-13).

(H)   As per claim 8, Chapman discloses the method as set forth in Claim 5 wherein

said step of allowing a representative of a ceding party to said contract to access said

system server to renew said contract includes providing a listing of contracts of said

ceding party including an indication of whether said contract is subject to renewal

or whether said contract has been renewed (See Chapman, Col.3, lines 35-67 to Col.4,

line 19).

(I)   As per claim 9, Chapman discloses a method for renewing an insurance contract

and comprising the steps of: storing in a system server data associated with a plurality

of insurance contracts issued to a ceding party by an insurer (See Chapman, Col.3,

lines 17-37); providing secure internet access to said system server by way of a website

(See Chapman, Col.2, lines 59-65); providing access through said website to a listing of

said insurance contracts issued to said ceding party, wherein said listing for each

contract includes an indication of a status of each said contract including an indication if

said contract is available for renewal (See Chapman, Col.3, lines 1-16); allowing said

representative to electronically select for renewal one of said contracts from said listing

(See Chapman, Col.5, lines 44-53); upon said representative selecting one of said

contracts for renewal, displaying through said website a plurality of underwriting

questions, which can be answered yes or no, to determine if a change has occurred

with respect to said insured risk which would affect the underwriting of said contract

(See Chapman, Col.3, lines 1-37); generating by said system server and displaying on

said website a confirmation message confirming renewal of said contract (See

Chapman, Col.4, lines 45-67); upon said representative answering yes to one of said

underwriting questions indicating a change with respect to said insured risk, providing

on said website means to enable entry of explanatory information by said representative

regarding said change (See Chapman, Col.2, lines 27-48); and electronically conveying

a message regarding said contract, said change, and said explanatory information to an

underwriter of said insurer (See Chapman, Col.4, lines 3-13).

Chapman does not explicitly disclose upon said representative of said ceding

party responding no to each of said underwriting questions through said website

indicating no change has occurred with respect to an insured risk, generating by said

system server renewal terms to enable renewal of said contract and displaying said

renewal terms on said website; allowing said representative to electronically accept said

renewal terms through said website.

However, these features are known in the art, as evidenced by Martin. In

particular, Martin teaches upon said representative of said ceding party responding no

to each of said underwriting questions through said website indicating no change has

occurred with respect to an insured risk, generating by said system server renewal

terms to enable renewal of said contract and displaying said renewal terms on said

website (See Martin, Col.5, lines 4-41); allowing said representative to electronically

accept said renewal terms through said website (See Martin, Col.5, lines 4-41).

It would have been obvious to one of ordinary skill in the art at the time of the

invention to have included the features of Martin the system of Chapman with the

motivation of providing recredential process, thus eliminating the long term need for

physicians to recomplete insurance applications or insurance renewal applications (See

Martin, Col.2, lines 60-64).

(J)   As per claim 10, Chapman discloses a program adapted to be run on said server

to provide access to the contract account file on the server to the insured through a

communications network to renew the insurance contract (See Chapman, Col.6, lines

15-450; upon accessing said contract account file by the insured, said program directing

said server to display to the user through the communications network at least one

question to determine if a change has occurred with respect to said insured risk which

would affect terms of said contract (See Chapman, Col.3, lines 1-37).

Chapman does not explicitly disclose said program prompting said user to

provide an answer to said at least one question; upon receipt of an answer to said at

least one question indicating no change which would affect the terms of the insurance

contract, said program directing said server to generate renewal terms for renewal of

the insurance contract and displaying said renewal terms to said user through the

communications network; and said program prompting the insured to accept the

renewal terms through said server.

However, these features are known in the art, as evidenced by Martin. In

particular, Martin teaches said program prompting said user to provide an answer to

said at least one question (See Martin, Col.5, lines 4-41); upon receipt of an answer to

said at least one question indicating no change which would affect the terms of the

insurance contract, said program directing said server to generate renewal terms for

renewal of the insurance contract and displaying said renewal terms to said user

through the communications network (See Martin, Col.5, lines 4-41); and said program

prompting the insured to accept the renewal terms through said server (See Martin,
Col.5, lines 4-41).

It would have been obvious to one of ordinary skill in the art at the time of the
invention to have included the features of Martin the system of Chapman with the
motivation of providing recredential process, thus eliminating the long term need for
physicians to recomplete insurance applications or insurance renewal applications (See
Martin, Col.2, lines 60-64).

(K)   As per claim 11, Chapman discloses the computer system as in Claim 10
wherein upon receipt of acceptance of the renewal terms by the insured through the
server, said program directing said server to generate a confirmation message
regarding renewal of said contract which is viewable by the insured through the
communications network (See Chapman, Col.3, lines 50-67 to Col.4, line 13).

(L)   As per claim 12, Chapman discloses the computer system as in Claim 10
wherein upon receipt of an answer to said at least one question indicating a change
to the insured risk which would affect terms of said contract, said program directing
said server to provide through the communications network means to enable entry of
explanatory information by the insured regarding the change (See Chapman, Col.2,
lines 27-48).

(M)   Claim 13 differs from claims 1, 5, 9 and 10 by reciting a method for renewing by

an insured an insurance contract from an insurer and for an insured risk through a

computer system having data associated with the insurance contract stored in a

contract account file on a system server.

As per this limitation, it is noted that Chapman discloses the method comprising

the steps of: electronically accessing the contract account file on the system server

through a website (See Chapman, Col.2, lines 59-65); submitting to said system server

through said website an answer to at least one question generated by the system

server (See Chapman, Col.2, lines 49-58) and Martin discloses said at least one

question designed to determine if a change has occurred with respect to the insured risk

which would affect terms of the contract (See Martin, Col.5, lines 4-41); upon submitting

an which indicates no answer to said at least one question change which would affect

terms of the insurance contract, providing means for receiving from the system server

through the of said contract (See Martin, Col.5, lines 4-41); and website renewal terms

for renewal electronically accepting said renewal terms through said website (See

Martin, Col.5, lines 4-41).

Thu8s, it is readily apparent that these prior art systems utilize a method for

renewing by an insured an insurance contract from an insurer and for an insured risk

through a computer system having data associated with the insurance contract stored in

a contract account file on a system server to perform their specified function.

The remainder of claim 13 is rejected for the same reasons given above for

claims 1, 5, 9 and 10, and incorporated herein.

(N)   As per claim 14, Chapman discloses the method as in Claim 13 further including

the step of: upon submitting an answer to said at least one question which indicates a

change which would affect terms of said contract, electronically conveying explanatory

information to the insurer (See Chapman, Col.4, lines 3-13).

(O)   As per claim 15, Chapman discloses the method as in Claim 13 further including

the step of: selecting the insurance contract to be renewed from a listing of a plurality of

contracts between the insured and the insurer which is accessible through the website

(See Chapman, Col.2, lines 59-65).

Conclusion

4.   The prior art made of record and not relied upon is considered pertinent to

applicant's disclosure. The cited but the applied art teaches system for web-based

payroll and benefits administration (6,401,079).

Any inquiry concerning this communication or earlier communications from the

examiner should be directed to Vanel Frenel whose telephone number is 571-272-6769.

The examiner can normally be reached on Monday-Thursday from 6:30am-5:00pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's

supervisor, Joseph Thomas can be reached on 571-272-6776. The fax phone number

for the organization where this application or proceeding is assigned is 703-872-9306.

Information regarding the status of an application may be obtained from the

Patent Application Information Retrieval (PAIR) system. Status information for

published applications may be obtained from either Private PAIR or Public PAIR.

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you have questions on access to the Private PAIR system, contact the Electronic

Business Center (EBC) at 866-217-9197 (toll-free).

V.F
V.F

JUNE 16,2005

JOSEPH THOMAS
SUPERVISORY PATEN'   'AMINER
TECHNOLOGY CEI